

1 DeTorei J. Crain
 2 2404 FM423 Suite 300-525
 3 Little Elm, Texas 75068
 4 mrcrain3@yahoo.com

CLERK US DISTRICT COURT
 NORTHERN DIST. OF TX
 FILED

2009 DEC 10 PM 1:58

5 DEPUTY CLERK *RR*

6 UNITED STATES DISTRICT COURT
 7 NORTHERN DISTRICT OF TEXAS - DALLAS

8 # 36711

9 DeTorei J. Crain,)
 10 Plaintiff,)
 11 vs.) Case No:
 12 Credit Protection Association,)
 13 Genesis Financial Solutions,)
 14 Jefferson Capital System, Asset)
 15 Acceptance LLC, Midland Credit) FAIR CREDIT REPORTING ACT
 16 Management Inc, OK Student Loan) ("FCRA") AND FAIR DEBT
 17 Authority, AFNI, Palisades) COLLECTION PRACTICES ACT
 18 Collection LLC, Pencro Associates,) ("FDCPA") COMPLAINT
 19 Portfolio Recovery, TU Electric,)
 20 Meta Bank, Vision Financial,)
 21 Brachfield and Associates, Texas)
 22 Direct Auto, Capital One Auto)
 23 Finance, HSBC Auto Finance,)
 24 Marquette Consumer Finance,)
 25 Langbert Financial Inc, Leading)
 26 Edge Recovery Solution LLC,)
 27 Portfolio Recovery, Premier)
 28 Recovery, Americredit, Prestige)
 29 Financial Services, Wells Fargo)
 30 Financial, GC Services, Flagship)
 31 Credit Corp, BSM Financial LP,)
 32 Payless Car Sales, Drivers Select,)

Defendant

Upon information and belief, and in good faith, Plaintiff, DeTorei J. Crain alleges as follows.

PRELIMINARY STATEMENT

1. Plaintiff bring this action for damages in part and specific to those Defendants based on their individual violation of the **Fair Credit Reporting Act** ("FCRA") codified at 15 U.S.C. § 1681 et seq., action for damages in part and specific to those Defendants based on their individual violation of the **Fair Debt Collection Practices Act** ("FDCPA"), 15 U.S.C. § 1692 et seq., The **Fair and Accurate Credit Transactions Act of 2003 FACT Act or FACTA**, Pub.L. 108-159.
2. Under § 616 of the Act, (15 U.S.C. § 1681n). " An entity that meets the definitional requirement for a "consumer reporting agency" (CRA) in section 603(f) of the FCRA is covered by the law even if the only information it collects, maintains, and disseminates is obtained from "public record" sources.
3. Section 603(f) defines a "consumer reporting agency" (CRA) as any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information...for the purpose of furnishing consumer reports to third parties". In turn, Section 603(d) defines a "consumer report" as the communication of "any information" by a CRA that bears on a consumer credit worthiness, credit rating, credit capacity, character, general reputation, personal characteristics, or mode of living" that is "used or expected to be used or collected in whole or in part" for the purpose of serving as a factor in establishing eligibility for credit or insurance to be used primarily for personal, family or household purposes,

1 employment purposes, or any other purpose authorized under Section
2 (604).

3 4. A consumer may recover either actual damages or a minimum of \$100
4 and a maximum of \$1000 plus punitive damages and reasonable
5 attorney's fees and costs for willful noncompliance with the Act".
6 Under § 617 of the Act, (15 U.S.C. § 1681o), recovery for a
7 negligent violation is of actual damages, plus attorney's fees.
8 Under § 618, a consumer may file suit in state or federal court to
9 enforce the Act, and the statute of limitations is the earlier of 2
10 years from discovery and 5 years from the violation. (15
11 U.S.C. § 1681p).

12
13 **JURISDICTION**

14 5. The jurisdiction of this court is conferred by 15 U.S.C., 1681(p)
15 and 28 U.S.C. 1331. Venue lies in Ellis County in the U.S. District
16 Court, Northern District of Texas-Dallas.

17
18 **PARTIES**

19 6. Plaintiff, DeTorei J. Crain (hereafter "I", "my", or Plaintiff") is
20 a resident of Dallas Texas. Plaintiff is a "consumer" as defined by
21 FCRA 1681(a) of the FCRA.

22 7. Upon information and belief, Defendant Experian Information
23 Solutions (hereinafter "Experian") is both a "person" as defined by
24 FCRA 1681a(f) and Sections 603(f). Experian is authorized to do
25 business in the State of Texas, with its principle place of
26 business located at 475 Anton Blvd. Costa Mesa, CA 92626.

27 8. Upon information and belief, Defendant Trans Union LLC (hereafter
28 Trans Union) is both a "person" as defined by FCRA 1681(a) and a
29 consumer reporting agency as defined by FCRA 1681a(f) and Sections
30 603(f). Trans Union is authorized to do business in the State of
31 Texas, with its principle place of business located at 555 West
32 Adams, Chicago IL 60661.

1 9. Upon information and belief, Defendant CSC Credit Service/Equifax
2 is both a "person" as defined by FCRA 1681(a) and a consumer
3 reporting agency as defined by FCRA 1681a(f) and Sections 603(f).
4 ChexySystems is authorized to do business in the State of Texas,
5 with its principle place at 7805 Hudson Road, Ste: 100; Woodbury,
6 MN 55125

7 10. Upon information and belief, AFNI is debt collector as defined by
8 the FDCPA 1692a(6), a person as defined by FCRA 1681a(b), a
9 reseller as defined by FCRA 1681a(u) and is a furnisher of
10 information as contemplated by FCRA 1681s-2(a)(b), who regularly
11 and in the ordinary course of business furnishes information to one
12 or more consumer reporting agencies about consumer transactions or
13 experience with any consumer.

14 11. Upon information and belief, Credit Protection Association is
15 debt collector as defined by the FDCPA 1692a(6), a person as
16 defined by FCRA 1681a(b), a reseller as defined by FCRA 1681a(u)
17 and is a furnisher of information as contemplated by FCRA 1681s-
18 2(a)(b), who regularly and in the ordinary course of business
19 furnishes information to one or more consumer reporting agencies
20 about consumer transactions or experience with any consumer.

21 12. Upon information and belief, GENESIS FINANCIAL SOLUTIONS is debt
22 collector as defined by the FDCPA 1692a(6), a person as defined by
23 FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a
24 furnisher of information as contemplated by FCRA 1681s-2(a)(b), who
25 regularly and in the ordinary course of business furnishes
26 information to one or more consumer reporting agencies about
27 consumer transactions or experience with any consumer.

28 13. Upon information and belief, Jefferson Capital System is debt
29 collector as defined by the FDCPA 1692a(6), a person as defined by
30 FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a
31 furnisher of information as contemplated by FCRA 1681s-2(a)(b), who
32 regularly and in the ordinary course of business furnishes

1 information to one or more consumer reporting agencies about
2 consumer transactions or experience with any consumer.

3 14. Upon information and belief, Defendant Meta Bank is a "furnisher"
4 of information as contemplated by FCRA 1681s-2(a)&(b), who
5 regularly and in the ordinary course of business furnishes
6 information to one or more consumer reporting agencies about
7 consumer transaction or experiences with any consumer.

8 15. Upon information and belief, Defendant Vision Financial is a
9 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
10 who regularly and in the ordinary course of business furnishes
11 information to one or more consumer reporting agencies about
12 consumer transaction or experiences with any consumer.

13 16. Upon information and belief, Defendant Southwest Funding LP is a
14 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
15 who regularly and in the ordinary course of business furnishes
16 information to one or more consumer reporting agencies about
17 consumer transaction or experiences with any consumer.

18 17. Upon information and belief, Defendant Advantage Credit is a
19 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
20 who regularly and in the ordinary course of business furnishes
21 information to one or more consumer reporting agencies about
22 consumer transaction or experiences with any consumer.

23 18. Upon information and belief, Defendant Brachfeld and Associates
24 is a "furnisher" of information as contemplated by FCRA 1681s-
25 2(a)&(b), who regularly and in the ordinary course of business
26 furnishes information to one or more consumer reporting agencies
27 about consumer transaction or experiences with any consumer.

28 19. Upon information and belief, Defendant Factual Data-National is a
29 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
30 who regularly and in the ordinary course of business furnishes
31 information to one or more consumer reporting agencies about
32 consumer transaction or experiences with any consumer.

1 20. Upon information and belief, Defendant Texas Direct Auto is a
2 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
3 who regularly and in the ordinary course of business furnishes
4 information to one or more consumer reporting agencies about
5 consumer transaction or experiences with any consumer.

6 21. Upon information and belief, Defendant Capital One Auto Finance
7 is a "furnisher" of information as contemplated by FCRA 1681s-
8 2(a)&(b), who regularly and in the ordinary course of business
9 furnishes information to one or more consumer reporting agencies
10 about consumer transaction or experiences with any consumer.

11 22. Upon information and belief, Defendant HSBC Auto Finance is a
12 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
13 who regularly and in the ordinary course of business furnishes
14 information to one or more consumer reporting agencies about
15 consumer transaction or experiences with any consumer.

16 23. Upon information and belief, Defendant Marquette Consumer Finance
17 is a "furnisher" of information as contemplated by FCRA 1681s-
18 2(a)&(b), who regularly and in the ordinary course of business
19 furnishes information to one or more consumer reporting agencies
20 about consumer transaction or experiences with any consumer.

21 24. Upon information and belief, Defendant Langbert Financial Inc is
22 a "furnisher" of information as contemplated by FCRA 1681s-
23 2(a)&(b), who regularly and in the ordinary course of business
24 furnishes information to one or more consumer reporting agencies
25 about consumer transaction or experiences with any consumer.

26 25. Upon information and belief, Defendant Leading Edge Recovery
27 Solutions LLC is a "furnisher" of information as contemplated by
28 FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of
29 business furnishes information to one or more consumer reporting
30 agencies about consumer transaction or experiences with any
31 consumer.

32

1 26. Upon information and belief, Defendant Landsafe Credit is a
2 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
3 who regularly and in the ordinary course of business furnishes
4 information to one or more consumer reporting agencies about
5 consumer transaction or experiences with any consumer.

6 27. Upon information and belief, Defendant Auto Merchants Inc is a
7 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
8 who regularly and in the ordinary course of business furnishes
9 information to one or more consumer reporting agencies about
10 consumer transaction or experiences with any consumer.

11 28. Upon information and belief, Defendant Central Kia Subaru is a
12 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
13 who regularly and in the ordinary course of business furnishes
14 information to one or more consumer reporting agencies about
15 consumer transaction or experiences with any consumer.

16 29. Upon information and belief, Defendant Drive Financial is a
17 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
18 who regularly and in the ordinary course of business furnishes
19 information to one or more consumer reporting agencies about
20 consumer transaction or experiences with any consumer.

21 30. Upon information and belief, Defendant Americredit is a
22 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
23 who regularly and in the ordinary course of business furnishes
24 information to one or more consumer reporting agencies about
25 consumer transaction or experiences with any consumer.

26 31. Upon information and belief, Defendant Prestige Financial
27 Services is a "furnisher" of information as contemplated by FCRA
28 1681s-2(a)&(b), who regularly and in the ordinary course of
29 business furnishes information to one or more consumer reporting
30 agencies about consumer transaction or experiences with any
31 consumer.

32

1 32. Upon information and belief, Defendant Wells Fargo Financial is a
2 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
3 who regularly and in the ordinary course of business furnishes
4 information to one or more consumer reporting agencies about
5 consumer transaction or experiences with any consumer.

6 33. Upon information and belief, Defendant GC Services is a
7 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
8 who regularly and in the ordinary course of business furnishes
9 information to one or more consumer reporting agencies about
10 consumer transaction or experiences with any consumer.

11 34. Upon information and belief, Defendant BSM Financial LP is a
12 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
13 who regularly and in the ordinary course of business furnishes
14 information to one or more consumer reporting agencies about
15 consumer transaction or experiences with any consumer.

16 35. Upon information and belief, Defendant Payless Car Sales is a
17 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
18 who regularly and in the ordinary course of business furnishes
19 information to one or more consumer reporting agencies about
20 consumer transaction or experiences with any consumer.

21 36. Upon information and belief, Defendant Premier Recovery is a
22 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
23 who regularly and in the ordinary course of business furnishes
24 information to one or more consumer reporting agencies about
25 consumer transaction or experiences with any consumer.

26 **CAUSE OF ACTION**

27
28 37. Plaintiff repeats, alleges, contends, asserts/reasserts and
29 incorporate by reference the foregoing paragraphs.

30 38. Upon information and belief, Experian continues to add, store,
31 maintain and disseminate personal credit information, in consumer
32 reports it prepares and issues about plaintiff which is inaccurate,

1 false, erroneous, misleading and adverse despite notice from
2 Plaintiff and subscribers that such information is inaccurate.

3 39. Upon information and belief, Experian fails to conduct reasonable
4 investigation of Plaintiff's disputes and otherwise failed to
5 comport with FCRA 1681i.

6 40. Upon information and belief, Experian fails to adopt and follow
7 reasonable procedures to assure maximum possible accuracy of
8 Plaintiff's consumer credit and other personal information as
9 required by FCRA which it compiled, used and manipulated in order
10 to prepare consumer credit reports, credit scores, risk factors,
11 denial codes and other economic a predictions data evaluation.

12 41. As a result of Experian's negligent failure to comply with the
13 FCRA, it is liable to Plaintiff in the amount equal to sum of (1)
14 any actual damages sustained by Plaintiff as a result of said
15 failure and (2) the cost of this action together with reasonable
16 attorney's fees.

17 42. Upon information and belief, Trans Union continues to add, store,
18 maintain and disseminate personal credit information, in consumer
19 reports it prepares and issues about plaintiff which is inaccurate,
20 false, erroneous, misleading and adverse despite notice from
21 Plaintiff and subscribers that such information is inaccurate.

22 43. Upon information and belief, Trans Union fails to conduct
23 reasonable investigation of Plaintiff's disputes and otherwise
24 failed to comport with FCRA 1681i.

25 44. Upon information and belief, Trans Union fails to adopt and
26 follow reasonable procedures to assure maximum possible accuracy of
27 Plaintiff's consumer credit and other personal information as
28 required by FCRA which it compiled, used and manipulated in order
29 to prepare consumer credit reports, credit scores, risk factors,
30 denial codes and other economic a predictions data evaluation.

31 45. As a result of Trans Union's negligent failure to comply with the
32 FCRA, it is liable to Plaintiff in the amount equal to sum of (1)

1 any actual damages sustained by Plaintiff as a result of said
2 failure and (2) the cost of this action together with reasonable
3 attorney's fees.

4 46. Upon information and belief, CSC Credit Services/EQUIFAX
5 continues to add, store, maintain and disseminate personal credit
6 information, in consumer reports it prepares and issues about
7 plaintiff which is inaccurate, false, erroneous, misleading and
8 adverse despite notice from Plaintiff and subscribers that such
9 information is inaccurate.

10 47. Upon information and belief, CSC Credit Services/Equifax fails to
11 conduct reasonable investigation of Plaintiff's disputes and
12 otherwise failed to comport with FCRA 1681i.

13 48. Upon information and belief, CSC Credit Services/Equifax fails to
14 adopt and follow reasonable procedures to assure maximum possible
15 accuracy of Plaintiff's consumer credit and other personal
16 information as required by FCRA which it compiled, used and
17 manipulated in order to prepare consumer credit reports, credit
18 scores, risk factors, denial codes and other economic a predictions
19 data evaluation.

20 49. As a result of CSC Credit Services/Equifax negligent failure to
21 comply with the FCRA, it is liable to Plaintiff in the amount equal
22 to sum of (1) any actual damages sustained by Plaintiff as a result
23 of said failure and (2) the cost of this action together with
24 reasonable attorney's fees.

25 50. AFNI willfully and negligently failed to validate Plaintiff's
26 allege debt and continue to report to Credit Bureaus in Violations
27 of FDCPA Sections 809(b).

28 51. AFNI Willfully and negligently "Re age" fraudulent account by
29 updating date of last activity on Plaintiff's credit report in
30 order to keep negative information on an account longer in
31 violation of FCRA 605(c).

1 52. AFNI willfully and negligently obtain Plaintiff's credit report
2 without Plaintiff's permission in violation of FCRA 604 and
3 Sections 1681b (a) (3) (F).

4 53. Credit Protection Associates willfully and negligently failed to
5 validate Plaintiff's allege debt and continue to report to Credit
6 Bureaus in Violations of FDCPA Sections 809(b).

7 54. Credit Protection Associates Willfully and negligently "Re age"
8 fraudulent account by updating date of last activity on Plaintiff's
9 credit report in order to keep negative information on an account
10 longer in violation of FCRA 605(c).

11 55. Credit Protection Associates willfully and negligently obtain
12 Plaintiff's credit report without Plaintiff's permission in
13 violation of FCRA 604 and Sections 1681b (a) (3) (F).

14 56. Credit Protection Associaton; willfully and negligently failed to
15 validate Plaintiff's allege debt and continue to report to Credit
16 Bureaus in Violations of FDCPA Sections 809(b).

17 57. Credit Protection Associaton; Willfully and negligently "Re age"
18 fraudulent account by updating date of last activity on Plaintiff's
19 credit report in order to keep negative information on an account
20 longer in violation of FCRA 605(c).

21 58. Credit Protection Associaton; willfully and negligently obtain
22 Plaintiff's credit report without Plaintiff's permission in
23 violation of FCRA 604 and Sections 1681b (a) (3) (F).

24 59. Receivables Performance Management LLC; willfully and negligently
25 failed to validate Plaintiff's allege debt and continue to report
26 to Credit Bureaus in Violations of FDCPA Sections 809(b).

27 60. Receivables Performance Management LLC; Willfully and negligently
28 "Re age" fraudulent account by updating date of last activity on
29 Plaintiff's credit report in order to keep negative information on
30 an account longer in violation of FCRA 605(c).

1 61. Receivables Performance Management LLC; willfully and negligently
2 obtain Plaintiff's credit report without Plaintiff's permission in
3 violation of FCRA 604 and Sections 1681b (a) (3) (F).
4 62. On 02/17/2009 Vision Financial willfully and negligently obtain
5 Plaintiff's credit report without Plaintiff's permission in
6 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
7 Trans Union report#204732857.
8 63. On 09/04/2008 Southwest Funding willfully and negligently obtain
9 Plaintiff's credit report without Plaintiff's permission in
10 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
11 Trans Union report#204732857.
12 64. On 09/04/2008 Advantage Credit willfully and negligently obtain
13 Plaintiff's credit report without Plaintiff's permission in
14 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
15 Trans Union report#204732857.
16 65. On 01/15/2008 Factual Data-National willfully and negligently
17 obtain Plaintiff's credit report without Plaintiff's permission in
18 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
19 Trans Union report#204732857.
20 66. On 10/27/2008 Texas Direct Auto willfully and negligently obtain
21 Plaintiff's credit report without Plaintiff's permission in
22 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
23 Trans Union report#204732857.
24 67. On 09/11/2007 Capital One Auto Finance willfully and negligently
25 obtain Plaintiff's credit report without Plaintiff's permission in
26 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
27 Trans Union report#204732857.
28 68. On 09/11/2007 HSBC Auto Finance willfully and negligently obtain
29 Plaintiff's credit report without Plaintiff's permission in
30 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
31 Trans Union report#204732857.
32

1 69. On 09/07/2007 Marquette Consumer Finance willfully and
2 negligently obtain Plaintiff's credit report without Plaintiff's
3 permission in violation of FCRA 604 and Sections 1681b (a) (3) (F) as
4 evident by Trans Union report#204732857.

5 70. On 12/05/2008 Langbert Financial Inc willfully and negligently
6 obtain Plaintiff's credit report without Plaintiff's permission in
7 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
8 Trans Union report#204732857.

9 71. On 08/21/2008 Leading Edge Recovery Solutions LLC willfully and
10 negligently obtain Plaintiff's credit report without Plaintiff's
11 permission in violation of FCRA 604 and Sections 1681b (a) (3) (F) as
12 evident by Trans Union report#204732857.

13 72. On 03/07/2008 Landsafe Credit willfully and negligently obtain
14 Plaintiff's credit report without Plaintiff's permission in
15 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
16 Trans Union report#204732857.

17 73. On 11/05/2007 First Premier Bank willfully and negligently obtain
18 Plaintiff's credit report without Plaintiff's permission in
19 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
20 Trans Union report#204732857.

21 74. On 09/11/2007 Drive Financial willfully and negligently obtain
22 Plaintiff's credit report without Plaintiff's permission in
23 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
24 Trans Union report#204732857.

25 75. On 09/08/2007 Auto Merchants Inc willfully and negligently obtain
26 Plaintiff's credit report without Plaintiff's permission in
27 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
28 Trans Union report#204732857.

29 76. On 09/11/2007 Central Kia Subaru willfully and negligently obtain
30 Plaintiff's credit report without Plaintiff's permission in
31 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
32 Trans Union report#204732857.

1 77. On 09/06/2007 Americredit willfully and negligently obtain
2 Plaintiff's credit report without Plaintiff's permission in
3 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
4 Trans Union report#204732857.

5 78. On 09/06/2007 Prestige Financial Services willfully and
6 negligently obtain Plaintiff's credit report without Plaintiff's
7 permission in violation of FCRA 604 and Sections 1681b (a) (3) (F) as
8 evident by Trans Union report#204732857.

9 79. On 08/30/2007 Wells Fargo Financial willfully and negligently
10 obtain Plaintiff's credit report without Plaintiff's permission in
11 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
12 Trans Union report#204732857.

13 80. On 09/06/2007 Flagship Credit Corp willfully and negligently
14 obtain Plaintiff's credit report without Plaintiff's permission in
15 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
16 Trans Union report#204732857.

17 81. On 07/14/2007 Bsm Financial LP willfully and negligently obtain
18 Plaintiff's credit report without Plaintiff's permission in
19 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
20 Trans Union report#204732857.

21 82. On 06/20/2007 Payless Car Sales willfully and negligently obtain
22 Plaintiff's credit report without Plaintiff's permission in
23 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
24 Trans Union report#204732857.

25 83. On 05/27/2007 Premier Recovery willfully and negligently obtain
26 Plaintiff's credit report without Plaintiff's permission in
27 violation of FCRA 604 and Sections 1681b (a) (3) (F) as evident by
28 Trans Union report#204732857.

29 84.

31 DEMAND FOR JURY TRIAL

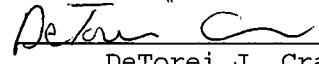
1 Plaintiff hereby demands a jury trial on all issues so triable.
2

3 **PRAYER FOR RELIEF**
4

5 Wherefore, Plaintiff requests that judgment be entered against
6 Defendants for:

7 a.) Actual damages in an amount to be shown at trial;
8 b.) Statutory damages pursuant to FCRA 1681n;
9 c.) Punitive damages pursuant to FCRA 1681n;
10 d.) Temporary and permanent injunctive relief restraining
11 Defendants from further reporting of inaccurate and
12 erroneous adverse information regarding Plaintiff's
13 consumer credit information;
14 e.) Costs and reasonable attorney's fees; and
15 f.) Such other relief as may be just and proper.

16
17 August 17, 2009
18
19
20
21
22
23


24 DeTorei J. Crain
PLAINTIFF/IN PRO PER
25
26
27
28
29
30
31
32

ORIGINAL CIVIL COVER SHEET **S-09CV2353-D**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS		DEFENDANTS																													
<p>(b) County of Residence of First Listed Plaintiff <u>DeTore J. Cram</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p>		<p>County of Residence of First Listed Defendant <u>Add All</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p>																													
<p>(c) Attorney's (Firm Name, Address, and Telephone Number)</p>		<p>Attorneys (If Known)</p>																													
II. BASIS OF JURISDICTION (Place an "X" in One Box Only)		III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)																													
<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State <input type="checkbox"/> 4 <input type="checkbox"/> 4																												
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5 <input type="checkbox"/> 5																												
		Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 6 <input type="checkbox"/> 6																												
IV. NATURE OF SUIT (Place an "X" in One Box Only)																															
<table border="1"> <tr> <td>CONTRACT</td> <td>TORTS</td> <td>FORFEITURE/PENALTY</td> <td>BANKRUPTCY</td> <td>OTHER STATUTES</td> </tr> <tr> <td> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise </td> <td> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury </td> <td> PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability </td> <td> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other </td> <td> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark </td> </tr> <tr> <td></td> <td></td> <td></td> <td> LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation </td> <td> SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) </td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td> FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 </td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes </td> </tr> </table>		CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark				LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))					FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609					<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property		CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES																											
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark																											
			LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))																											
				FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609																											
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes																											

V. ORIGIN	(Place an "X" in One Box Only)			
1 Original Proceeding	2 Removed from State Court	3 Remanded from Appellate Court	4 Reinstated or Reopened	
	5 Transferred from another district (specify)	6 Multidistrict Litigation	7 Appeal to District Judge from Magistrate Judgment	
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):				
VI. CAUSE OF ACTION				
Brief description of cause:				
VII. REQUESTED IN COMPLAINT:		CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	**DEMAND \$**	CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No
VIII. RELATED CASE(S) IF ANY		(See instructions): JUDGE	DOCKET NUMBER	
DATE	SIGNATURE OF ATTORNEY OF RECORD			
12-10-09	DeTore Cram			
FOR OFFICE USE ONLY				
RECEIPT #	AMOUNT	APPLYING IFFP	JUDGE	MAG. JUDGE